

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 21, 2004

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant Conservation Easement for Squares 4 & 20 Ocean Acres, PB1 pg 188, Monroe County, RE#00454220 & RE#00454520.

ITEM BACKGROUND: none

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$24.00

BUDGETED: Yes N/A No

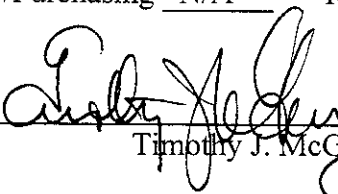
COST TO COUNTY: None

SOURCE OF FUNDS: All Counties Recycling & Waste Processing Inc.

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # I 7

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between
ALL COUNTIES RECYCLING AND WASTE PROCESSING INC.

whose address is 300 Atlantic Drive #6, Key Largo, Florida 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a political
subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040
(Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

101 Magnolia Street, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Squares 4 & 20

Ocean Acres, PB1 pg. 188 Monroe County Records, RE#00454220-000000 and

RE# 00454520-000000

The Grantor desires to develop the servient estate as (describe project):

A waste-processing center as shown in permit #02-3-3419

The servient estate contains (describe relevant natural features):

High Elevation Tropical Hardwood Hammock and Restored Hammock Areas

The Grantee is a general purpose political subdivision of the State authorized and required to
regulate and control the use of real property through land development regulations in order to protect the
public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a waste-processing center.

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a waste-processing center and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

- a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.
- d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Leticia Holmes
Signature of witness

Leticia Holmes
Printed name of witness

[Signature]
Signature of witness

JARVIS OSORIO
Printed name of witness

[Signature]
Grantor

Alexander Monteaquedo
Printed name of Grantor

Grantor

Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared ALEXANDER MONTEAGUDO
and _____, who are personally known to me, or have produced

FL DL _____ and _____, respectively
as identification.

Sworn to and subscribed before me this 3 day of NOV., 20 03.



Sandra J Wright
My Commission DD137101
Expires July 28, 2006

Typed Notary Name and Number

[Signature]
Notary Signature and Seal

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

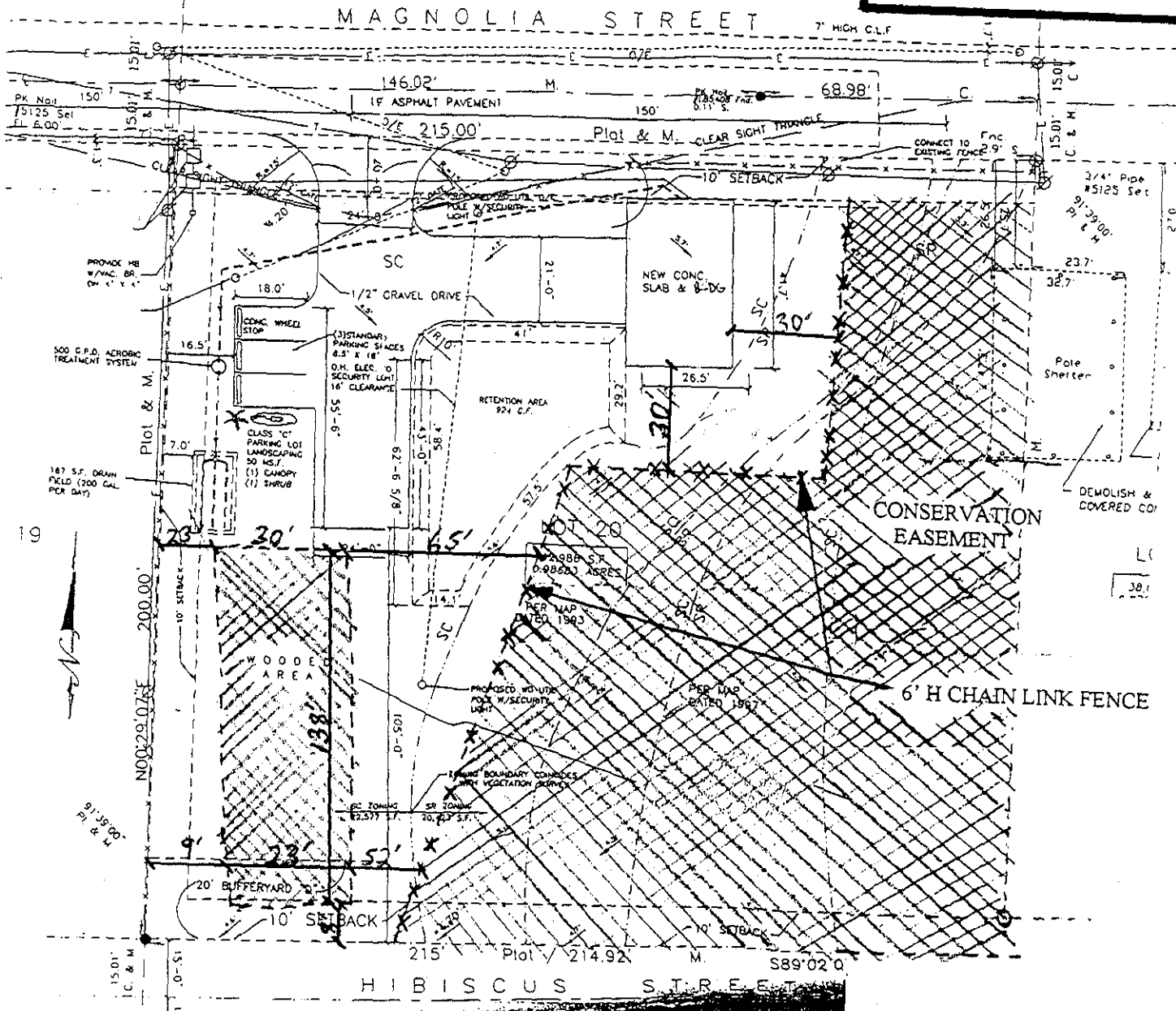
[Signature]
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 12-18-03

Exhibit A



conservation
Easement

LOT 17



LEGAL DESCRIPTION:

LOT 4 & LOT 20, OCEAN ACRES PB 1 PAGE 188
AS PER PUBLIC RECORDS OF MONROE COUNTY, FL

ZONING: MIXED SC & SR

ADDRESS: 101 MAGNOLIA STREET, KEY LARGO, FLORIDA 33037

RE: #00454220 - 0000000 RE: # 00454520 - 0000000